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HON. WHITMAN L. HOLT

CHAPTER 13

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF WASHINGTON

IN RE:

JOSHUA BAHR,

Debtor.

NO. 22-00357-WLH13

**PACCAR FINANCIAL CORP.'S
OBJECTION TO MODIFICATION
OF CHAPTER 13 PLAN**

PACCAR Financial Corp. ("PACCAR") hereby submits this objection to the proposed modification of debtor's previously confirmed Chapter 13 Plan (Dkt. No. 3) on the following grounds:

1. PACCAR is a fully secured creditor that provided financing for debtor's vehicle (the 2007 Kenworth T680). As such, PACCAR is entitled to full payment on its claim. 11 USC § 1325(a).

2. PACCAR has learned through debtor's counsel that the vehicle has a broken axle and will likely need to be towed from a tow yard in Nevada.

PACCAR FINANCIAL CORP.'S OBJECTION TO
PROPOSED PLAN MODIFICATION
PAGE 1 OF 2

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1 3. The Debtor has now had use of the vehicle for approximately 21 months since
2 confirmation of the Plan. During that time, the vehicle has surely depreciated in value
3 significantly. As such, although PACCAR could proceed to sell the surrendered vehicle, a
4 deficiency would likely result. However, Debtor's proposed modification does not provide for
5 any payment to PACCAR for the deficiency. As such, it does not provide for full payment to
6 PACCAR and is therefore not a valid plan.

7 4. If the resulting deficiency is deemed an unsecured claim, the proposed modified
8 plan provides that PACCAR will receive 0% of that claim. If treated as secured, the plan is
9 silent on how Debtor intends to pay the deficiency.
10

11 5. The Debtor has not presented evidence that there is cause to reconsider the plan.

12 6. The Debtor has not presented evidence that the proposed modification of the
13 plan is made in good faith.

14 7. The Debtor has not presented evidence about the scope of damage to the axel
15 and whether that damage was preventable through maintenance.
16

17 8. The Debtor has not presented evidence that the equities of the case warrant the
18 proposed modification of the plan.

19 DATED this 4th day of April 2024.

20 GRUBE OREHOSKI, PLLC

21 By: /s/ Karen Orehoski

22 Karen Orehoski, WSBA #35855

23 By: /s/ Joseph A. Grube

24 Joseph A. Grube, WSBA #26476

25 Attorney for PACCAR Financial Corp.
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